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FILED
STATE OF CALIFORNIA
PHYSICAL THERAPY BOARD OF CALIFORNIA
SACRAMENTO, CA December 1, 2011
BY S. Chutina ANALYST

BEFORE THE
PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

Board Case No. 1D 2010 68278

KAREN BRECKENRIDGE
1245 Victoria Lane
Saint Helena, CA 94574

A C C U S A T I O N

Physical Therapist License No. PT 20206

Respondent.

Complainant alleges:

PARTIES

1. Rebecca Marco (Complainant) brings this Accusation solely in her official capacity as the Executive Officer of the Physical Therapy Board of California, Department of Consumer Affairs.

2. On or about September 28, 1994, the Physical Therapy Board of California issued Physical Therapist License Number PT 20206 to Karen Breckenridge (Respondent). The Physical Therapist License was in full force and effect at all times relevant to the charges brought herein and will expire on November 30, 2013, unless renewed.

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1 "(c) When the payment directed in an order for payment of costs is not made by the
2 licensee, the board may enforce the order of payment by bringing an action in any appropriate
3 court. This right of enforcement shall be in addition to any other rights the board may have as to
4 any licensee directed to pay costs.

5 "(d) In any judicial action for the recovery of costs, proof of the board's decision shall be
6 conclusive proof of the validity of the order of payment and the terms for payment.

7 "(e) (1) Except as provided in paragraph (2), the board shall not renew or reinstate the
8 license or approval of any person who has failed to pay all of the costs ordered under this section.

9 "(2) Notwithstanding paragraph (1), the board may, in its discretion, conditionally renew or
10 reinstate for a maximum of one year the license or approval of any person who demonstrates
11 financial hardship and who enters into a formal agreement with the board to reimburse the board
12 within that one year period for those unpaid costs.

13 "(f) All costs recovered under this section shall be deposited in the Physical Therapy Fund
14 as a reimbursement in either the fiscal year in which the costs are actually recovered or the
15 previous fiscal year, as the board may direct."

16 CAUSE FOR DISCIPLINE

17 (Dishonest Acts)

18 7. Respondent is subject to disciplinary action under Code section 2660(k) [commission
19 of a dishonest act] in that she falsified and submitted timecards for payment of physical therapy
20 services to Napa State Hospital (NSH), and submitted false timecards to purchase equipment for
21 NSH. The circumstances are as follows:

22 8. On or about 2005 through 2008, Respondent was the owner of Futures Rehabilitation
23 (FR), which provided physical therapy, occupational therapy and speech language pathology
24 services. Following a bid process, Respondent entered into a contract with NSH to provide
25 physical therapy services for up to 40 hours per week on an hourly, as needed basis, from July 1,
26 2005 through June 30, 2008. The contract provided for a licensed Physical Therapist or Physical
27 Therapist Assistant and Physical Therapy aide for each of the three years at the following rates:
28

<u>Title</u>	<u>Hourly rate</u>	<u>Fiscal Year</u>
Physical Therapist	\$58.75	2005-2006
	\$61.69	2006-2007
	\$64.77	2007-2008
PT Aide	\$19.94	2005-2006
	\$20.94	2006-2007
	\$21.99	2007-2008

9. Subsection O of the contract provided "Contract is complete. Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of the Contract."

10. In 2007, FR was asked to expand staffing for NSH. Respondent had difficulty recruiting qualified staff at the contracted hourly rate of \$64.77 and so advised Karen Zanetell, the NSH Director of Rehabilitation Services. On or about November 2007, Zanetell stated that NSH was working on an emergency contract to increase the rate, and instructed Respondent to increase the hourly rate to \$75.00. Respondent submitted invoices for June through October 2007 at the rate of \$75.00. In October 2007, Respondent was informed that payment was denied since \$75.00 was not the agreed contract hourly rate.

11. On or about May 2007, Respondent informed Karen Zanetell that she continued to experience difficulty in filling open positions at the contracted hourly rate. Ms. Zanetell informed Respondent that a new contract was forthcoming, and that Respondent could raise the rate from \$64.00 to \$75.00 per hour. Ms. Zanetell instructed Respondent to bill additional hours retroactively to cover the additional costs. Respondent submitted false invoices to NSH for additional employee hours for NSH services that were not in fact provided.

12. On or about November 2007, Regina Ott, Ms. Zanetell's successor, directed Respondent to continue billing additional unworked hours to cover costs during the months

1 before a new contract was executed for an increased hourly rate. Respondent added additional
2 hours that she had not worked to her own timecards as well as to at least one other employee's
3 timecards, without that employee's knowledge or consent.
4

5 13. On or about April or May 2008, Respondent spoke to Ms. Ott regarding her
6 continuing inability to recruit new employees at the contract rate. Ms. Ott approved an additional
7 \$10.00 per hour to be billed, by means of adding additional but unworked hours to FR timecards.
8

9 14. Respondent also billed additional hours for time not worked by FR employees to
10 purchase equipment for NSH, in contravention of the approved purchasing process.
11

12 15. Therefore, Respondent's license is subject to discipline based on her dishonest acts in
13 violation of Code section 2660(k) in that she knowingly submitted false timecards to NSH for
14 payment in excess of the contracted hourly rate, and knowingly submitted false timecards to NSH
15 to purchase equipment for NSH, in contravention of the purchasing process.
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17 PRAYER

18 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
19 and that following the hearing, the Physical Therapy Board of California issue a decision:

20 1. Revoking or suspending Physical Therapist Number PT 20206, issued to Karen
21 Breckenridge;

22 2. Ordering Karen Breckenridge to pay the Physical Therapy Board of California the
23 reasonable costs of the investigation and enforcement of this case, pursuant to Business and
24 Professions Code section 2661.5;

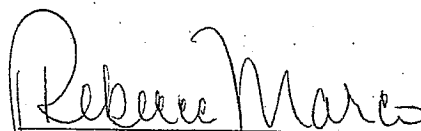
25 3. Ordering Karen Breckenridge to pay the costs of probation monitoring, if so ordered,
26 and

27 3. Taking such other and further action as deemed necessary and proper.
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DATED:

December 1, 2011



REBECCA MARCO

Executive Officer

Physical Therapy Board of California

Department of Consumer Affairs

State of California

Complainant

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